

## FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment ("Amendment") to License Agreement is being made this 16<sup>th</sup> day of July, 2009, between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and The Arc of Montgomery County, Inc., a Maryland corporation and a Child Care Provider (the "Licensee" or the "Provider"), (the County and the Licensee or Provider together the "Parties.").

WHEREAS, the Parties entered into a License Agreement dated June 23, 2003 (the "License") for the Licensed Premises described as containing approximately 3,453 licensable square feet located in the premises located at 332 W. Edmonston Drive, Rockville, Maryland, 20852, in Montgomery County, Maryland (the "Licensed Premises"); and

WHEREAS, the License Agreement terminates on April 30, 2009; and

WHEREAS, the County has agreed to extend the term of the License for an additional two (2) year term;

WHEREAS, the County hereby elects to extend the License, subject to certain terms and conditions agreed upon by the Parties as follows:

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Unless otherwise set forth in this First Amendment to License, all capitalized terms shall have the same meanings as set forth in the License.

2. Extended Term: Under the terms and conditions of paragraph 3, the Renewal Option, the Licensee extended the term of the License through April 30, 2009. The County has agreed to extend the term of the License for an additional two (2) year period, so that the expiration date shall be April 30, 2011. The period from May 1, 2009 through April 30, 2011 is hereafter referred to as the "Extended Term".

3. Mailing Notices: Paragraph 27 of the License shall be deleted in its entirety and the following shall be added in lieu thereof:

"27. Mailing Notices: All notices required or desired to be given in accordance with this License by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or the Licensee, respectively. Notices to the Parties must be addressed as follows:

Licensee:

The Arc of Montgomery County, Inc.  
11600 Nebel Street  
Rockville, MD 20852  
Attn: Joyce Taylor  
Executive Director

County:

Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney:"

4. This First Amendment to License Agreement is incorporated into the License Agreement and shall be deemed a part thereof. All terms and provisions of the License Agreement not expressly modified in this First Amendment shall remain the same and in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to License Agreement to be properly executed.

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Julie L. White

By: Diane R. Schwartz Jones  
Diane Schwartz Jones  
Assistant Chief Administrative Officer

Date: 7/16/09

WITNESS:

LICENSEE:

THE ARC OF MONTGOMERY COUNTY, INC.

By: J. Peter Davamony

By: James Taylor  
Date: 7-12-09

APPROVED AS TO FORM & LEGALITY RECOMMENDED:  
OFFICE OF THE COUNTY ATTORNEY

By: Deborah Meyer

By: Stacy Batten For  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 6/12/09

Date: 6/11/09